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opposite party or his counsel and with his consent or without his objection. This applies of course only to the answers of the witness. As authority for this, I refer you to 2 Barton's Chy. Practice 741 [2nd ed. pp. 787, 788], though I think it needs no authority."

In 13 Cyc. 936, it is said: "Although there are decisions to the contrary, the general rule is that reduction to writing of the testimony by the party at whose instance it is taken, his attorney or agent, is improper, and will require the rejection of the deposition unless the other party consent. Citing, among others, *Steele v. Dart*, 6 Ala. 798; *Snyder v. Snyder*, 50 Ind. 492; *U. S. v. Pings*, 4 Fed. 714. "But the questions to be propounded may be written by the party or his attorney." 13 Cyc. 937.

C. B. G.

CARRIERS—INJURY TO PASSENGER.—Where a street car company stops its cars for passengers, it is charged with the highest degree of care to see that all passengers get to a place of safety before starting its cars. *Normile v. Wheeling Traction Co.* (W. Va.), 49 S. E. Rep. 1030.

LIMITATION OF ACTIONS—NEW PROMISE.—Where a new promise is relied on to remove the bar of limitations, there must be an express promise, or an unconditional acknowledgment of the debt from which an implied promise will arise. *Bank of Union v. Nickell* (W. Va.), 49 S. E. Rep. 1003.

DEFECTIVE RAILROAD TICKET.—In *Gevons v. Union Pacific R. Co.*, 78 Pacific Reporter, 817, suit was brought for damages because of an eviction from a train upon the presentation of a ticket, bearing the date of July 9th stamped on the back, and punched in the margin as not good after July 5th. When the ticket was sold the agent explained that, in anticipation of the Fourth of July business, a lot of tickets were punched as not good after July 5th, and the agent had no tickets on hand which were not so punched. The Kansas Supreme Court holds that the contract printed on the back of the ticket does not affect the status of the parties, owing to the fact that an undertaking made on July 9th to carry a passenger prior to July 5th cannot be called a contract, and holds that, as the error was the fault of the agent of the railroad company, the passenger will not be precluded from recovering damages.

CONVEYANCE OF LAND TO DEFRAUD CREDITORS—EFFECT ON LEGAL TITLE.—The legal title to property alleged to have been transferred with intent to defraud creditors is held, in *Brasie v. Minneapolis Brewing Co.* (Minn.), 67 L. R. A. 865, to be in the fraudulent grantee, where the fraudulent character of the transfer does not appear on its face; and the title is held to continue in such grantee notwithstanding a sale of the property by a creditor on execution against the grantor, until the fraud is exposed, and the transfer set aside in some judicial proceeding. An elaborate note to this case reviews the other authorities on the effect, on the legal title, of a conveyance of land in fraud of creditors.